

WORK FOR OTHERS/FUNDS-IN AGREEMENT (WFO/FIA) [For Research]
LOS ALAMOS NATIONAL SECURITY, LLC
LOS ALAMOS NATIONAL LABORATORY

Operating Under Prime Contract No. DE-AC52-06NA25396 for the U.S. Department of Energy/NNSA
And
Sponsor Identified Below

Section I

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| 1. SPONSOR NAME [Sponsor Name] | 2. WORK FOR OTHERS (WFO) NUMBER [FIA No.] |
| 3. ESTIMATED PERFORMANCE PERIOD (IN MONTHS) «DURATION» Months | 4. PROJECT TITLE/DESCRIPTION [Title for Project Work] |
| 5. FINANCIAL a. Estimated Cost (1) LANL Cost \$ (2) Total Cost to Sponsor \$ b. Incremental Funding Approved YES/NO c. Amount Advanced This Action \$ See Attached Invoice for Advance Payment Instructions | 6. LOS ALAMOS NATIONAL LABORATORY a. Technical Representative: [LANL PI Name] Los Alamos National Laboratory P. O. Box 1663, [Group], MS [Mail Stop] Los Alamos, NM 87545 Telephone: Fax: E-Mail: |
| 7. AGREEMENT TERMS AND CONDITIONS This Agreement consists of this form with Terms and Conditions plus the following: a. Appendix A - Statement of Work b. Appendix B – RESERVED c. Appendix C - Rights in Technical Data – «AppendixC» d. Appendix D – N/A «AppendixD» e. Appendix E – Background Intellectual Property (BIP) | |
| 8. FOR «NAME» Name: [Company Signature Name] Title: [Title] Address: [Division] [Address] [City], [State] [Zip Code] | 9. FOR LOS ALAMOS NATIONAL SECURITY, LLC Name: [LANL Signature Authority Name] Title: Program Manager Address: Los Alamos National Laboratory Technology Transfer Division P. O. Box 1663, MS [Mail Stop] Los Alamos, NM 87545 |
| Telephone: Fax: Signature Date | Telephone: Fax: Signature Date |

TERMS AND CONDITIONS

Section II

1. PARTIES TO THE AGREEMENT. The U. S. Department of Energy Contractor, Los Alamos National Security, LLC, hereinafter referred to as 'LANS', has been requested by the Sponsor referred to in Section I.1., hereinafter referred to as the 'Sponsor', to perform the work set forth in the Statement of Work, attached hereto as Appendix A. It is understood by the Parties that LANS is obligated to comply with the terms and conditions of its Management and Operating (M&O) contract with the United States Government (hereinafter called the 'Government') represented by the United States Department of Energy (hereinafter called the 'Department' or 'DOE') when providing goods, services, products, processes, materials, or information to the Sponsor under this Agreement.

2. TERM OF THE AGREEMENT. This Agreement shall be effective as of the latter date of (1) the date on which it is signed by the last of the Parties thereto, or (2) the date on which LANS receives advance funding from the sponsor, and shall continue for the estimated period stated in Section I.3. The term of this Agreement may be extended by mutual, written agreement of the Parties when the extension does not affect the cost, statement of work, or terms and conditions, which require a formal amendment to this Agreement.

3. COSTS. LANS has no obligation to continue or complete performance of the work at a cost stated in Section I.5.(2) in excess of its estimated cost, including any subsequent amendment. LANS agrees to provide at least thirty (30) days notice to the Sponsor if it is anticipated that the actual cost to complete performance will exceed its estimated cost.

4. FUNDING AND PAYMENT. LANS is required by DOE to receive advance funding before beginning work. The Sponsor shall provide sufficient funds in advance to reimburse LANS for costs to be incurred in performance of the work described in this Agreement, and LANS shall have no obligation to perform in the absence of adequate advance funds. If the estimated period of performance exceeds ninety (90) days and the estimated cost exceeds \$25,000, the Sponsor may, with LANS' approval, advance funds incrementally. In such a case, LANS may initially invoice the Sponsor in an amount sufficient to permit the work to proceed for one hundred twenty (120) days, and thereafter invoice the Sponsor monthly so as to maintain approximately a ninety (90) day period that is funded in advance. Payment shall be made directly to LANS. Upon termination or completion, excess funds shall be refunded by LANS to the Sponsor, in accordance with LANS' closeout procedures.

5. SOURCE OF FUNDS. If the Sponsor is receiving funding from another Government source, this Agreement does not serve to release the Sponsor from any obligations it has under the Agreement with the Government providing the funding.

6. PROPERTY. Upon termination of this Agreement, property or equipment having a value greater than \$25,000 produced or acquired in conducting the work under this Agreement shall be owned as follows:

Property valued over \$25,000 disposed of as directed by the Sponsor, with property under \$25,000 to remain at Los Alamos National Laboratory, and to become property of the Government, unless otherwise specified in the Statement of Work. No Federal funds will be used to purchase property or equipment for this Agreement. Property or equipment produced or acquired as part of this Agreement will be accounted for and maintained during the term of this Agreement in the same manner as Department property or equipment. Any property which becomes integrated into the Facility becomes the property of the Government.

7. PRE-PUBLICATION REVIEW. The publishing Party shall provide the other Party a sixty (60) day period in which to review and comment on proposed publications, including news releases and advertisements, that either disclose technical developments and/or research findings generated in the course of this Agreement, or identify Proprietary Information. The publishing Party shall not publish or otherwise disclose Proprietary Information or Protected Generated Information identified by the other Party, except as provided by law.

8. LEGAL NOTICE. Any technical paper, article publication, or announcement of advances generated in connection with the work done under this Agreement, during the period of performance of this Agreement or in the future shall give credit to the Sponsor as a sponsor of the work and shall contain the following notice:

THIS REPORT WAS PREPARED AS AN ACCOUNT OF WORK UNDER A SPONSORED AGREEMENT AND PURSUANT TO CONTRACT BETWEEN LOS ALAMOS NATIONAL SECURITY, LLC AND THE UNITED STATES GOVERNMENT. NEITHER THE UNITED STATES GOVERNMENT, THE UNITED STATES DEPARTMENT OF ENERGY, NOR LOS ALAMOS NATIONAL SECURITY, LLC, NOR ANY OF THEIR EMPLOYEES MAKES ANY WARRANTY, EXPRESSED OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS DISCLOSED, OR REPRESENTS THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS. REFERENCE HEREIN TO ANY SPECIFIC COMMERCIAL PRODUCT, PROCESS, OR SERVICE BY TRADE NAME, MARK, MANUFACTURER, OR OTHERWISE, DOES NOT NECESSARILY CONSTITUTE OR IMPLY ITS ENDORSEMENT, RECOMMENDATION, OR FAVORING BY THE UNITED STATES GOVERNMENT OR ANY AGENCY OR CONTRACTOR THEREOF. THE VIEWS AND OPINIONS OF AUTHORS EXPRESSED HEREIN DO NOT NECESSARILY STATE OR REFLECT THOSE OF THE UNITED STATES GOVERNMENT OR ANY AGENCY OR CONTRACTOR THEREOF.

9. DISCLAIMER. THE GOVERNMENT, AND LOS ALAMOS NATIONAL SECURITY, LLC MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE, OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT. NEITHER THE GOVERNMENT, NOR LANS SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE, OR DEVELOPED UNDER THIS AGREEMENT.

10.a PRODUCT LIABILITY INDEMNITY. States and State Agencies or political subdivision of a State, where the entity is limited by law from assuming indemnity obligations.

To the extent permitted by [Sponsor State] State law, the Sponsor hereby agrees to indemnify and hold harmless LANS and the Government, their officers, agents, and employees from any and all liability, claims or damages, including attorney fees and cost whatsoever, for injury to or death of persons, or damage to or destruction of property, as a result of or arising out of the making, use, or selling of a product, process, or service for commercial purposes which was derived from the work performed under this Agreement by or on behalf of the Sponsor, its assignees or licensees; provided, however, that neither the Government nor LANS shall be considered assignees or licensees of the Sponsor as a result of reserved Government and LANS rights.

10.b GENERAL INDEMNITY. States and State Agencies or political subdivision of a State, where the entity is limited by law from assuming indemnity obligations.

To the extent permitted by [Sponsor State] State law, except for any liability resulting from any negligent acts or omissions of LANS, the Sponsor hereby agrees to indemnify and hold harmless LANS and the Government, their officers, agents, and employees from any and all liability, claims or damages, including attorney fees and cost whatsoever, for injury to or death of persons, or damage to or destruction of property arising out of the performance of the work under this agreement

11. INTELLECTUAL PROPERTY INDEMNITY - LIMITED. States and State Agencies or political subdivision of a State, where the entity is limited by law from assuming indemnity obligations.

To the extent permitted by [Sponsor State] State law, the Sponsor shall indemnify the Government and LANS, and their officers, agents, and employees against liability, including attorney's fees and costs, for infringement of any United States patent, copyright, or other intellectual property arising out of any acts required or directed by the Sponsor to be performed under this Agreement, to the extent such acts are not already performed at the Facility. Such indemnity shall not apply to a claimed infringement that is settled without the consent of the Sponsor unless required by a court of competent jurisdiction.

12. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. The Sponsor shall report to the Department and LANS promptly, and in reasonable written detail, each claim of patent or copyright infringement based on the performance of this Agreement of which the Sponsor has knowledge. The Sponsor shall furnish to the Department and LANS, when requested by the Department or LANS, all evidence and information in the possession of the Sponsor pertaining to such claim.

13. PATENT RIGHTS. The rights to any intellectual property developed under this Agreement will be governed by the intellectual property provisions of LANS' Management and Operating Contract with DOE. The Sponsor may negotiate a license to intellectual property developed under this agreement.

14. TECHNICAL DATA RIGHTS. Terms and Conditions regarding Technical Data Rights are set forth in Block 7 above and attached hereto as Appendix C, respectively.

15. ASSIGNMENT. Neither this Agreement, nor any interest therein, or claim thereunder shall be assigned or transferred by either Party, except as authorized in writing by the other Party to this Agreement, provided LANS may transfer it to the Department, or its designee, with notice of such transfer to the Sponsor, and LANS shall have no further responsibilities except for the confidentiality, use, and/or non-disclosure obligations of this Agreement.

16. SIMILAR OR IDENTICAL SERVICES. The Government and/or LANS shall have the right to perform similar or identical services in the Statement of Work (SOW) for other Sponsors, as long as neither Sponsor's Proprietary Information nor Protected Information during the term of its protection is utilized.

17. NON COMPETITION. The Sponsor states that, to the best of the Sponsor's knowledge, LANS is not in competition with the domestic private sector.

18. EXPORT CONTROL. Each party is responsible for its own compliance with laws and regulations governing export controls.

19. TERMINATION. Performance of work under this Agreement may be terminated at any time by either Party, without liability, upon giving a thirty (30) day written notice to the other Party. LANS shall terminate this Agreement only when LANS determines, after direction from DOE, that such termination is in the best interest of the Government, provided however, that LANS shall have the right to terminate if the Sponsor shall have failed to advance the funds required by article 4., Funding and Payment. In the event of termination the Sponsor shall be responsible for LANS' costs (including closeout costs), through the effective date of termination, but in no event shall the Sponsor's cost responsibility exceed the total cost to the Sponsor as described in Section I. (5) Financial.

20. ENTIRE AGREEMENT AND AMENDMENTS TO THE AGREEMENT. It is expressly understood and agreed that this Agreement with its Appendices contains the entire Agreement between the Parties. Any agreement to change any terms and conditions of this Agreement or the Appendices shall be valid only if the change is made in writing and executed by the Parties to this Agreement.

21. FORCE MAJEURE. No failure or omission by LANS or Sponsor in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if the same shall arise from any cause or causes beyond the control of LANS or Sponsor, including but not limited to the following, which, for the purpose of this Agreement, shall be regarded as beyond the control of the Party in question: Acts of God, acts or omissions of any government or agency thereof, compliance with requirements, rules, regulations, or orders of any governmental authority, or any office, department, agency, or instrumentality thereof, fire, storm, flood, earthquake, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, invasion, quarantine, restriction, transportation embargoes, or failures or delays in transportation

**APPENDIX A
STATEMENT OF WORK**

[FIA No.] [Sponsor Name]

A. Non-Proprietary Abstract:

(Please provide a brief non-proprietary, non-sensitive description of work to be performed under this WFO for reporting purposes. This should not exceed 800 characters. See FAQ, [Non-Proprietary Abstract](#) for examples.)

B. Objective:

(This is the introduction and is intended to give a very brief overview of the sponsor's goals for this work and explain why this particular project is being pursued with LANL. This description may contain proprietary information. See FAQ, [Writing a SOW Objective](#) for examples.)

C. Phases/Tasks of the Project and Duration:

(Identify the individual tasks within each phase in table format. Subtasks may also be included. Tasks and subtasks should provide sufficient detail to enable you to monitor your technical progress. See suggested table layout below. The duration for each task/subtask should be listed in months – not hard dates.)

| Phase No. | Task No. | Task Title | Duration (Months) | |
|-----------|----------|-----------------|-------------------|-------|
| | | | (Start) | (End) |
| I | | | | |
| | 1. | TASK TITLE HERE | 1 | 3 |
| | 2. | | | |

D. Deliverables, Reports, Data:

(Data, reports, hardware and/or other work products should be stated here.)

E. Special Considerations:

(Any other specific directions for LANS to follow related to the Statement of Work (SOW) should be included here. For example, a paragraph outlining any special circumstances between the parties for use of Government property may be added to the SOW in this paragraph.)

APPENDIX C
[FIA No.] with [Sponsor Name]

RIGHTS IN TECHNICAL DATA - USE OF FACILITIES (UNLIMITED)

The Sponsor, LANS, and the Government, shall have the right to use, disclose, and duplicate for any purpose whatsoever, and have others do so, all technical data first produced or used in the performance of work under this Agreement, (Technical data is defined as set forth in 48 CFR 27.401).

Any Sponsor furnished, properly marked proprietary information necessary for, or pertaining to work under this Agreement, will not be disclosed outside the Government or LANS, and will be returned to the Sponsor by or before termination of this Agreement.

APPENDIX E
[FIA No. with [Sponsor Name]

BACKGROUND INTELLECTUAL PROPERTY (BIP)

Relevant BIP to this Work for Others/Funds-In Agreement (WFO/FIA) includes but is not limited to the following listing, is subject to change, and includes only Intellectual Property developed or owned by Los Alamos National Security, LLC at the Los Alamos National Laboratory. The LANL BIP listed below does not guarantee either an implied or an express license or option for the WFO/FIA participants. Licensing of BIP, if agreed to by the participants, shall be the subject of separate licensing agreements between LANS and WFO/FIA participant. WFO/FIA participants are cautioned that rights to the BIP may be limited by existing encumbrances.

LANS:

*Relevant LANS Background Intellectual Property Search in Process.

SPONSOR:

If [Sponsor Name] wishes to list owned Background Intellectual Property, please do so here.